

Exhibit A

Image ID:
D00867029D01

SUMMONS

Doc. No. 867029

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Clerk of District Court
1717 Harney-Separate Juvenile Court
Omaha NE 68183

Millard Gutter Company v. Safeco Insurance Co.

Case ID: CI 23 5723

TO: Safeco Insurance Co.
DBA: Liberty Mutual Ins. Agency

DBA: Liberty Mutual Ins. Group, Inc.

You have been sued by the following plaintiff(s):

Millard Gutter Company

Plaintiff's Attorney: Philip O Cusic
Address: 1350 Woodmen Tower
Omaha, NE 68102

Telephone: (402) 348-0900

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Nebraska Supreme Court Rule 2-208 requires individuals involved in a case who are not attorneys and representing themselves to provide their email address to the court in order to receive notice by email from the court about the case. Complete and return the attached form to the court if representing yourself. This document is not the same as a response to the lawsuit which must be filed as a separate document.

Date: JULY 19, 2023

BY THE COURT:

Cynthia Shoacka
Clerk



Image ID:
D00867029D01

SUMMONS

Doc. No. 867029

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Safeco Insurance Co.
233 South 13th St
Suite 1900
Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

**REGISTRATION OF EMAIL ADDRESS FOR
SELF REPRESENTED LITIGANT**

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Clerk of District Court
1717 Harney-Separate Juvenile Court
Omaha NE 68183

Case ID: D 1 CI 23 5723

Millard Gutter Company v. Safeco Insurance Co.

I am currently representing myself in the court case above.

I am not registered with the court-authorized service provider.

I must register my email address with the court before I have filed any documents in this case, or within 10 days after I received a notice from the court. This is required by Neb. Ct. R. § 2-208(C)(1).

If I do not have the ability to receive emails, I must use this form to tell the court why I cannot get email service.

☐ My email address where I will receive notices from the court for this case is:

I understand that emailing documents to this email address is considered to meet legal notice requirements.

I am responsible to notify the court if I change my email address or other contact information by completing the Change of Contact Information form (DC 3:02). Neb. Ct. R. §§ 2-208(E).

☐ I do not have the ability to receive emails. The reason I cannot receive email is:

Signature

Date

Name

Street Address/P.O. Box

Phone

City/State/ZIP Code

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MILLARD GUTTER COMPANY, a Corporation d/b/a MILLARD ROOFING AND GUTTER,)	CASE NO: CI
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	
SAFECO INSURANCE COMPANY., A LIBERTY MUTUAL INSURANCE CO. a/k/a LIBERTY MUTUAL INSURANCE AGENCY a/k/a LIBERTY MUTUAL INSURANCE GROUP, INC.,)	
)	
Defendant.)	

COMES NOW, Millard Gutter Company, d/b/a/ Millard Roofing and Gutter, by through its attorneys, and for its Complaint against the Defendant Safeco Insurance Company, states and alleges as follows:

PARTIES JURISDICTION AND VENUE

1. Millard Roofing and Gutter ("Millard Roofing") is a Nebraska corporation with its principal place of business at 14545 Industrial Rd., Omaha, Nebraska, 68114, doing business in Omaha, Douglas County, Nebraska and elsewhere.
2. Defendant Safeco Insurance Co. ("Safeco"), a Liberty Mutual Insurance Co., a/k/a Liberty Mutual Insurance Agency, a/k/a Liberty Mutual Group, Inc., is an insurance company doing business in Omaha, Douglas County, Nebraska, and elsewhere.
3. Jurisdiction is proper as to Safeco pursuant to Neb. Rev. Stat §25-536.
4. Venue is proper pursuant to Neb. Rev. Stat. §25-503.01 because it is the venue in which the cause of action accrued.

FACTS

5. Millard Roofing is the assignee of various insured property owners, more fully and identified below and in Exhibit “A” attached here to and incorporated herein by reference. Such Insureds of Safeco have assigned their right to any proceeds under a policy of insurance issued by Safeco to Millard Roofing:
 - a. Mike Reynolds
 - i. Claim number: 037855233
 - ii. Address: 9990 Fieldcrest Dr. Omaha, NE 68114
 - iii. Assignment date: July 20, 2018
 - b. Mike Reynolds
 - i. Claim Number 041131192-01
 - ii. Address: 9990 Fieldcrest Dr. Omaha, NE 68114
 - iii. Assignment date: October 17, 2019
 - c. Shawn Dunsmore
 - i. Claim number: 040439326-01
 - ii. Address: 302 Hackberry Rd., Omaha, NE 68132
 - iii. Assignment date: July 22, 2019
 - a. Molly Erftmier
 - i. Claim number : 040151469
 - ii. Address: 9742 Brentwood Rd., Omaha, NE. 68114
 - iii. Assignment date: June 11, 2019
 - b. Aaron Keller
 - i. Claim number: 040196942-01
 - ii. Address: 17456 L St., Omaha, NE. 68135
 - iii. Assignment date: August 20, 2019
 - c. Jana Rose
 - i. Claim number: 040264108
 - ii. Address: 3038 S 109 St., Omaha, NE. 68144
 - iii. Assignment date: June 26, 2019
6. Safeco issued insurance policies to the insureds/assignors (“the Insureds”), more fully identified in Exhibit “A”.

7. Millard Roofing forwarded a copy of an assignment of rights under the policy, including the right to proceeds, executed by the Insureds to Safeco, identified in Exhibit "A".
8. Pursuant to Nebraska law, the subject assignments are valid assignments of the right to proceeds under the insurance policies issued by Safeco.
9. Pursuant to the policies, Safeco was obligated to pay for losses to the Insureds' property resulting from any peril not otherwise excluded within the policies.
10. The Insureds sustained property related losses due to storms which included damage arising from wind, hail and/or rain. The damages suffered by the Insureds are covered under the policies issued by Safeco.
11. The policies were in full force and effect at the time of the losses.
12. The Insureds and/or Millard Roofing, as assignee, promptly and properly made claims to Safeco for insurance benefits under the policies and fulfilled all of their post-loss duties required of the Insureds under the policies, except any obligations which may have been prevented or waived by Safeco.
13. As assignee, Millard Roofing has satisfied all of those matters properly required of it under the policy, including substantial compliance with all conditions precedent or, alternatively, performance of all obligations that have not been excused by virtue of the acts, representations or conduct of Safeco.
14. Millard Roofing has made demand upon Safeco to advise it of any further information or documentation that it needs to process the claims of the Insureds and Safeco has failed to identify any information, documents or other matters which it needs to process the claims.

BREACH OF CONTRACT

15. Millard Roofing reincorporates and restates allegations set forth in paragraphs 1-14 hereinabove by this reference.
16. Notwithstanding the fact that Millard Roofing obtained valid assignments of rights under the policies issued by Safeco, Safeco has failed to pay Millard Roofing amounts due under the policies for work it performed on the Insureds' property, despite notice of the assignment of the claims to Millard Roofing.

- a. Upon information and belief, payments were discontinued and/or did not occur for assignments/claims detailed in Exhibit "A".
17. Pursuant to the terms of the policies and Nebraska law, Safeco has a contractual obligation to pay the full amount of the losses, including the cost of repair, restore or replace the damages, less the applicable deductible.
18. Safeco has breached the policies by failing to pay Millard Roofing all benefits due and owing under the policies.
19. Safeco's failure to make direct payment to Millard Roofing is unlawful and contrary to the terms of the applicable insurance policies and the assignments.
20. Safeco is not entitled to a set-off or offset of any monies paid to the Insureds, or not paid to Millard Roofing.
21. Despite notice of the assignments, Safeco has failed to make complete direct payment to Millard Roofing and/or including Millard Roofing as a payee on any checks or other payments for the losses.
22. Safeco's failure to pay all insurance benefits owed under the policies has caused damage to Millard Roofing.
23. Pursuant to Neb. Rev. Stat. §44-359, a party with an interest in an insurance policy is entitled to recover attorney fees as part of a judgment.
24. Millard Roofing, by virtue of the assignments, is a valid beneficiary of the insurance policies, and upon recovery of a judgment, is also entitled to an award of attorney fees and costs pursuant to Neb. Rev. Stat. §44-359, as well as any other applicable provision of law.
25. Notwithstanding the assignments by Safeco's Insureds to the Plaintiff, Safeco has failed to acknowledge with reasonable promptness recent communications from Plaintiff with respect to claims arising under the Safeco policies.
26. Safeco has failed to adopt and implement reasonable standards for the prompt investigation and settlement of claims arising under its policy, which such claims have been assigned to Plaintiff, including but not necessarily limited to Safeco's failure to promptly investigate and settle claims submitted by the Plaintiff as assignee.
27. Millard Roofing has been harmed by virtue of the wrongful retention and refusal to release funds and is thereby entitled to an award of pre-judgment

interest to compensate it for the wrongful retention and withholding of funds by Safeco.

WHEREFORE, Plaintiff prays that this court enter a judgment against Safeco for all of Millard Roofing's general and special damages in an amount to be determined at trial, together with an award of pre-judgment and post-judgment interest, attorney fees and costs, and any other relief allowed under law.

DEMAND FOR A JURY TRIAL

Millard Roofing demands trial by jury on all issues so triable.

DATED this 19th day of July 2023.

MILLARD GUTTER COMPANY, a
Corporation d/b/a MILLARD
ROOFING AND GUTTER,
Plaintiff,

By: 

Philip O. Cusic, #25666

Anne Marcotte, #19802

Sodoro Law Group

13924 Gold Circle

Omaha, Nebraska 68144

(402) 504-9346

pcusic@sodorolaw.com

amarcotte@sodorolaw.com

Attorneys for Plaintiff

6506621300



P.01/01

TRANSACTION REPORT

JUL/20/2018/FRI 07:21 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JUL/20	07:20AM	818882688840	0:00:38	2	MEMORY OK	SG3 3428

<h1>FAX</h1>  <p>millardroofing & gutter</p> <p>14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494</p>	To: Safeco Insurance Fax Number: 888-268-8840
	From: Millard Roofing & Gutter Fax Number: 402-985-8001
	Date: July 20, 2018
	Regarding: Claim # 037855233 – Mike Reynolds
	Total Number of Pages: 2 (including cover)
<input type="checkbox"/> Please Reply <input type="checkbox"/> For Review <input type="checkbox"/> Urgent	
<p>Please see the following document with authorization to proceed with work and contact us to setup an adjuster meeting.</p> <p>Thank you,</p> <p>Millard Roofing and Gutter</p> <p>402-492-9494</p>	
<div style="border: 2px solid black; padding: 5px; text-align: center;"> EXHIBIT  <hr/> </div>	

FAX



millardroofing
& gutter

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-268-8840

From: Millard Roofing & Gutter
Fax Number: 402-965-8001

Date: July 20, 2018

Regarding: Claim # 037855233 – Mike Reynolds

Total Number of Pages: 2 (including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see the following document with authorization to proceed with work and contact us to setup an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAXED



Roofing · Gutters · Siding · Windows · Doors
 14545 Industrial Road #2, Omaha, NE 68144
 Phone: (402)492-9494, Fax: (402)965-8001
www.millardroofing.net

Name:	Mike Reynolds	Date/Time:	6/29/18 2:00 PM
Address:	9990 Fieldcrest Dr.	Primary Phone:	402-957-0218
City/State:	Omaha, NE 68114	Source:	Marian Leary
Email:	mreynolds50@cox.net	Rep: Josh	Marketing:

INSURANCE CLAIM INFORMATION

Cause of Damage:	Materials Damaged:	Date of Incident:
<input checked="" type="checkbox"/> Wind <input checked="" type="checkbox"/> Hail	<input checked="" type="checkbox"/> Roofing <input type="checkbox"/> Windows <input type="checkbox"/> Garage Doors <input type="checkbox"/> Paint <input type="checkbox"/> Electrical	5/16/17
	<input checked="" type="checkbox"/> Gutters <input type="checkbox"/> Doors <input type="checkbox"/> Siding <input type="checkbox"/> Deck <input type="checkbox"/> Playset	
Insurance Company:	Satpro Insurance Co.	
Policy Number:	024626779 <input type="checkbox"/> OC <input type="checkbox"/> RCV Policy <input type="checkbox"/> ACV Policy	
Claim Number:	037855233	
Amount of Deductible:	\$6,182/27.	

AGREEMENT TO PROCEED

The undersigned Customer hereby grants authorization to Millard Roofing and Gutter Company to proceed with the insurance repair work on the undersigned's property listed above. Millard Roofing and Gutter Company (hereinafter sometimes "Contractor") is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. The undersigned agrees to cooperate in the insurance claim submittal process in order to obtain reimbursement for payment or reimbursement of such work and services, subject to any deductible the undersigned may owe as homeowner. Customer assigns to Contractor the right and power to make demand upon any potentially liable insurance company for payment, subject to Customer's continuing obligation, if any, to make payment of deductible. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer authorizes insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by insurance, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken.

Authorized Signature: Mark L. Reynolds Date: 7/19/18
 Authorized Representative: [Signature] Date: 7/20/18

*We appreciate you giving us the opportunity to assist you.
 Please feel free to contact us at any time.*

Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144
 Phone: (402)492-9494, Fax: (402)965-8001
www.roofomaha.com

7504323000

P.01/01

TRANSACTION REPORT

OCT/17/2019/THU 08:52 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	OCT/17	08:50AM	18882688840	0:02:03	4	MEMORY OK	ECM 2830

FAX

millardroofing
& gutter14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494To: Safeco Insurance
Fax Number: 888-268-8840From: Millard Roofing & Gutter
Fax Number: 402-985-8001

Date: October 17, 2019

Regarding: Claim # 041131192-01 -Mike Reynolds

Total Number of Pages: 4 (including cover)☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAX



millardroofing
& gutter

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-268-8840

From: Millard Roofing & Gutter
Fax Number: 402-965-8001

Date: October 17, 2019

Regarding: Claim # 041131192-01 –Mike Reynolds

Total Number of Pages: 4 (including cover)

☐

Please Reply

☐

For Review

☐


Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

 **FAXED**



**millardroofing
& gutter**

Roofing • Gutters • Siding • Windows • Doors
14545 Industrial Road #2, Omaha, NE 68144
Phone: (402)492-9494, Fax: (402)965-8001
www.millardroofing.net

Name:	Mike Reynolds	Date/Time:	10/11/19 3:00 PM
Address:	9990 Fieldcrest Dr.	Primary Phone:	402-957-0218
City/State:	Omaha, NE 68114	Source:	Previous Customer
Email:	mreynolds50@cox.net	Repr:	Josh Roza
		Marketing:	

INSURANCE CLAIM INFORMATION

Cause of Damage: Lightning Materials Damaged: Roofing Date of Incident: 10-10-19
☐ Wind ☐ Hail ☒ Roofing ☐ Windows ☐ Garage Doors ☐ Paint ☐ Electrical
☐ Siding ☒ Gutters ☐ Doors ☐ Deck ☐ Playset
 Insurance Company: Safeco
 Policy Number: 024626279 ☐ OC ☐ RCV Policy ☐ ACV Policy
 Claim Number: 041131192-01
 Amount of Deductible: _____

AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's insurance policy(ies). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the Insurer as compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's Insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature: _____

Date: 10/16/19

Authorized Representative: _____

Date: 10/17/19

We appreciate you giving us the opportunity to assist you.

Please feel free to contact us at any time.
Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144
Phone: (402)492-9494, Fax: (402)965-8001

www.roofomaha.com

Page 1 of 3

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's Invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

Property Address: 9990 Fieldcrest Dr.

Customer Initials MJR Date 10/16/17

**STATE OF NEBRASKA STANDARD NOTICE
EFFECTIVE JULY 19 2018**

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRESS: 9990 Fieldcrest Dr.

INSURED: _____

Mark J. Rydzek

DATE: 10/16/19

7504323000

P.01/01

TRANSACTION REPORT

JUL/23/2019/TUE 10:04 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JUL/23	10:02AM	18882688840	0:01:33	4	MEMORY OK	ECN 2462

FAX

millardroofing
& gutter14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494To: Safeco Insurance
Fax Number: 888-268-8840From: Millard Roofing & Gutter
Fax Number: 402-965-8001

Date: July 23, 2019

Regarding: Claim # 040439326-01

Total Number of Pages: 4 (including cover)☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAX



millardroofing
& gutter

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-268-8840

From: Millard Roofing & Gutter
Fax Number: 402-965-8001

Date: July 23, 2019

Regarding: Claim # 040439326-01

Total Number of Pages: 4 (including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

EX FAXED



millardroofing
& gutter

Roofing • Gutters • Siding • Windows • Doors

14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001

www.millardroofing.net

Name:	Shawn Dunsmore	Date/Time:	7/16/19 1:00 PM
Address:	302 Hackberry Rd.	Primary Phone:	254-717-8568
City/State:	Omaha, NE 68132	Source:	Jamon Sandavol
Email:	Shawn.Dunsmore@hotmail.com	Rep:	JIM
		Marketing:	

INSURANCE CLAIM INFORMATION

Cause of Damage:

☐ Wind ☒ Hail

Materials Damaged:

☒ Roofing

☐ Windows

☐ Garage Doors

☒ Paint

☐ Electrical

☒ Gutters

☐ Doors

☐ Siding

☒ Deck

☐ Playset

Date of Incident: 5/27/19

Insurance Company: Safeco

Policy Number: 024796979

☐ OC

☐ RCV Policy

☐ ACV Policy

Claim Number: 040439326-01

Amount of Deductible: \$2,500.00

AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's insurance policy(ies). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the insurer as compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature: _____

Date: 7/22/19

Authorized Representative: _____

Date: 7/22

We appreciate you giving us the opportunity to assist you.

Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001

www.roofomaha.com

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the Insurance company,

Property Address: 302 Hackberry Rd.

Customer Initials SPD Date 7/22/19

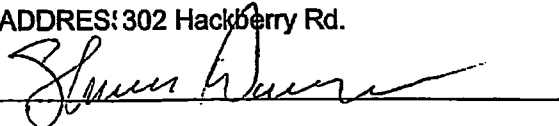
**STATE OF NEBRASKA STANDARD NOTICE
EFFECTIVE JULY 19 2018**

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRESS: 302 Hackberry Rd.

INSURED: _____



DATE: _____

7/22/19

7504323000

P.01/01

TRANSACTION REPORT

JUN/13/2019/THU 03:23 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JUN/13	03:17PM	18882688840	0:05:55	4	MEMORY OK	ECM 2245

FAX



**millardroofing
& gutter**

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-288-8840

From: Josh Roza
Fax Number: 402-985-8001

Date: June 13, 2019

Regarding: Claim # 040151469 -Molly Erftmier

Total Number of Pages: 4 (Including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAX



millardroofing
& gutter

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance

Fax Number: 888-268-8840

From: Josh Roza

Fax Number: 402-965-8001

Date: June 13, 2019

Regarding: Claim # 040151469 –Molly Erftmier

Total Number of Pages: 4 (including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAXED



**millardroofing
& gutter**

Roofing • Gutters • Siding • Windows • Doors
14545 Industrial Road #2, Omaha, NE 68144
Phone: (402) 492-9494, Fax: (402) 965-8001
www.millardroofing.net

Name:	Molly Erdmeyer	Date/Time:	6/11/19 11:30 AM
Address:	9742 Brentwood Rd.	Primary Phone:	402-210-1018
City/State:	Omaha, NE 68144	Source:	Jason Eggers
Email:	mollyerdmeyer@gmail.com	Rep:	JIM
		Marketing:	

INSURANCE CLAIM INFORMATION

Cause of Damage:

☒ Wind ☒ Hail

Materials Damaged:

☒ Roofing ☒ Windows
☒ Gutters ☒ Doors

Date of Incident: 5/27/19

☒ Garage Doors ☒ Paint
☒ Siding ☐ Deck ☐ Playset

Insurance Company: SafeCo

Policy Number: 024787151

☐ OC

☒ RCV Policy ☐ ACV Policy

Claim Number: 040151469

Amount of Deductible: 13,108.00

AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's Insurance policy(ies). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's Insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described Insurance policy, together with any other Insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the Insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable Insurance company. Customer instructs Insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the Insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the Insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable Insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the Insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the Insurer as compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's Insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature: _____

Date: 6/11/19

Authorized Representative: _____

Date: 6/12/19

We appreciate you giving us the opportunity to assist you.

Please feel free to contact us at any time.

Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144

Phone: (402) 492-9494, Fax: (402) 965-8001

www.roofomaha.com

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company,

Property Address: 9742 Brentwood Rd.

Customer Initials

ME

Date

6/11/19

STATE OF NEBRASKA STANDARD NOTICE
EFFECTIVE JULY 19 2018

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRESS: 9742 Brentwood Rd.

INSURED: 

DATE: 6/11/19

6506621300

P.01/01

TRANSACTION REPORT

AUG/21/2019/WED 05:02 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	AUG/21	04:56PM	818882688840	0:05:33	4	MEMORY OK	ECM 6924

FAX



**millardroofing
& gutter**

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-268-8840

From: Jayme Newman
Fax Number: 402-965-8001

Date: August 21, 2019

Regarding: Claim # 040196942-01

Total Number of Pages: 4 (Including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAX



millardroofing
& gutter

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-268-8840

From: Jayme Newman
Fax Number: 402-965-8001

Date: August 21, 2019

Regarding: Claim # 040196942-01

Total Number of Pages: 4 (including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

FAXED



millardroofing
& gutter

Roofing · Gutters · Siding · Windows · Doors

14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001

www.millardroofing.net

Name:	Aaron Keller	Date/Time:	8/20/19 11:30 AM
Address:	17456 L St.	Primary Phone:	402-979-8920
City/State:	Omaha, NE 68135	Source:	Building Sign
Email:	akeller333@hotmail.com	Rep:	Jim Eggers
		Marketing:	

INSURANCE CLAIM INFORMATION

Cause of Damage:

☐ Wind ☐ Hail

Materials Damaged:

☒ Roofing ☐ Windows ☒ Garage Doors
☒ Gutters ☐ Doors ☒ Siding

Date of Incident: 5/23/2019

☒ Paint ☐ Electrical

☒ Deck ☐ Playset

Insurance Company: SafeCo Insurance Company

Policy Number: 074664015

☐ OC

☒ RCV Policy ☐ ACV Policy

Claim Number: 040196942-01

Amount of Deductible: \$1500

AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's insurance policy(ies). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the insurer as compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature:

Aaron Keller

Date: 8/20/2019

Authorized Representative:

[Signature]

Date: 8/20/19

We appreciate you giving us the opportunity to assist you.

Please feel free to contact us at any time.

Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001

www.roofomaha.com

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

Property Address: 17456 L St.

Customer Initials AK Date 9/20/2019

**STATE OF NEBRASKA STANDARD NOTICE
EFFECTIVE JULY 19 2018**

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRESS: 17456 L St.

INSURED: Aaron Kellm

DATE: 8/20/2017

7504323000


P.01/01

TRANSACTION REPORT

JUN/26/2019/WED 03:02 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JUN/26	02:59PM	18882688840	0:02:55	4	MEMORY OK	ECM 2308

<h1>FAX</h1>  <p>millardroofing & gutter</p> <p>14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494</p>	To: Safeco Insurance Fax Number: 888-268-8840
	From: Millard Roofing & Gutter Fax Number: 402-985-8001
	Date: June 26, 2019
	Regarding: Claim # 040264108 -Jana Rose
	Total Number of Pages: 4 (including cover)
<div style="display: flex; justify-content: space-around;"> <div> <input type="checkbox"/> Please Reply </div> <div> <input type="checkbox"/> For Review </div> <div> <input type="checkbox"/> Urgent </div> </div> <p>Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.</p> <p>Thank you,</p> <p>Millard Roofing and Gutter</p> <p>402-492-9494</p>	

FAX



millardroofing
& gutter

14545 Industrial Road #2
Omaha, NE 68144
PH: 402-492-9494

To: Safeco Insurance
Fax Number: 888-268-8840

From: Millard Roofing & Gutter
Fax Number: 402-965-8001

Date: June 26, 2019

Regarding: Claim # 040264108 –Jana Rose

Total Number of Pages: 4 (including cover)

☐

Please Reply

☐

For Review

☐

Urgent

Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.

Thank you,

Millard Roofing and Gutter

402-492-9494

 **FAXED**



millardroofing
& gutters

Roofing - Gutter - Siding - Windows - Doors
15145 Industrial Road #2, Omaha, NE 68144
Phone: (402) 432-9494, Fax: (402) 965-8001
www.millardroofing.com

Name:	John Doe	Date/Time:	6/25/19 11:50 AM
Address:	12345 Main St	Primary Phone:	402-555-6543
City/State:	Omaha, NE 68144	Service:	Neighborhood / Area
Email:	john.doe@millardroofing.com	Marketing:	

INSURANCE CLAIM INFORMATION

Cause of Damage: ☒ Wind ☐ Hail
 Mitigation Damages: ☒ Roofing ☐ Windows ☐ Garage Door ☐ Paint ☐ Electrical
☐ Siding ☐ Doors ☐ Deck ☐ Porch
 Date of Incident: 6/20/19
 Insurance Company: Safeco
 Policy Number: 042364108
 Amount of Claim: \$1,500
☒ ACV Policy ☐ ACV Policy

AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary non-sequential repairs or replacements covered by Customer's insurance policy. Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns by deed, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment of funds to Contractor, or to name Contractor as payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which are not directly to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear a risk and expense of such claim provided Customer hereby waives all obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the insurer's compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature: [Signature] Date: 6/25/19
 Authorized Representative: [Signature] Date: 6/24/19
 Millard Roofing and Gutter, 15145 Industrial Road #2, Omaha, NE 68144
 Phone: (402) 432-9494, Fax: (402) 965-8001
 www.millardroofing.com

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company,

Property Address: 3038 S 109 St.

Customer Initials

JB

Date

1/25/19

STATE OF NEBRASKA STANDARD NOTICE
EFFECTIVE JULY 19 2018

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. A REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRESS: 3038 S 409 ST

INSURED: Jan Rose

DATE: 6/25/19

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MILLARD GUTTER COMPANY,)	
a Corporation d/b/a MILLARD ROOFING)	
AND GUTTER,)	CASE NO: CI
)	
Plaintiff,)	
)	
vs.)	
)	PRAECIPE
)	
SAFECO INSURANCE COMPANY., A)	
LIBERTY MUTUAL INSURANCE CO.)	
a/k/a LIBERTY MUTUAL INSURANCE)	
AGENCY a/k/a LIBERTY MUTUAL)	
INSURANCE GROUP, INC.,)	
Defendant.)	

TO: Clerk of the District Court for Douglas County, Nebraska.

Please issue a Summons to be served with a copy of the Complaint upon the Defendant State Farm Insurance Company at the following address:

Registered Agent for Liberty Mutual
CSC - Lawyers Incorporating Service, Co.
233 South 13th St., Ste. 1900
Lincoln, NE 68508

DATED this 19th day of July 2023.

MILLARD GUTTER
COMPANY,
a Corporation d/b/a
MILLARD ROOFING
AND GUTTER, Plaintiff,

By: 

Philip O. Cusic #25666
Anne Marcotte, #19802
Sodoro Law Group
13924 Gold Circle
Omaha, Nebraska 68144
(402) 504-9346
pcusic@sodorolaw.com
amarcotte@sodorolaw.com
Attorneys for Plaintiff

SERVICE RETURN

Doc. No. 867029

Douglas District Court
1701 Farnam-Clerk of District Court
1717 Harney-Separate Juvenile Court
Omaha NE 68183

To:

Case ID: CI 23 5723 Millard Gutter Com v. Safeco Insurance C

Received this Summons on _____, _____. I hereby certify that on
_____, _____ at _____ o'clock __M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____



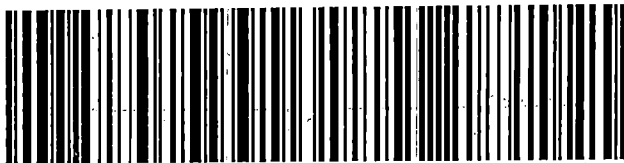
The return receipt for mailing to the party was signed on _____, _____.

To: Safeco Insurance Co.
233 South 13th St
Suite 1900
Lincoln, NE 68508

From: Philip O Cusic
1350 Woodmen Tower
Omaha, NE 68102

ATTACH RETURN RECEIPT & RETURN TO COURT



		<p>\$10.69 US POSTAGE 7 OZ FIRST-CLASS MAIL FLATS RATE ZONE 1 RETAIL</p> 	<p>062S0014950406 1B499457 FROM 68144</p> <p>stamps endicia 08/09/2023</p>
USPS FIRST CLASS MAIL®			
Sodoro Law Group 13924 GOLD CIR OMAHA NE 68144-2308		0023	
<p>SHIP TO: Safeco Insurance Co. 233 S 13th St Ste 1900 Lincoln NE 68508-2000</p>			
USPS CERTIFIED MAIL™			
			
9414 7112 0620 3230 0934 18			